

**DEPARTMENT OF TRANSPORTATION****DES-OE MS #43****1727 30TH Street, 2ND Floor****Sacramento, CA 95816**

**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
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October 24, 2002

04-SF-101-R8.0/7.5

04-291404

ER-1525(004)E

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in THE CITY AND COUNTY OF SAN FRANCISCO FROM SOUTH VAN NESS AVENUE TO FELL STREET ON THE CENTRAL FREEWAY.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on November 6, 2002.

This addendum is being issued to revise the Notice to Contractors and Special Provisions.

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATION DAMAGES," is replaced as attached.

To Proposal and Contract book holders:

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the date that the electrical materials will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall begin work within **15** calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of

#### **270 WORKING DAYS**

beginning on the date that work begins, or beginning on the fifteenth calendar day after approval of the contract, whichever occurs first.

The Contractor shall pay to the State of California the sum of \$5,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

A working day as defined in said Section 8-1.06 is re-defined for this project. Days as used in this project will be understood to mean calendar days. Subparagraph (a) of the second paragraph and the third paragraph in said Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, including days of inclement weather that do not exceed the days described below, shall be counted as working days.

The 72 hours advance notice before beginning work specified in Section 8-1.03, "Beginning of Work," of the Standard Specifications is changed to 5 days advance notice for this project.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in conformance with "Progress Schedule" "Progress Schedule (Critical Path Method)" of these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **INTERNAL TIME OF COMPLETION**

The Contractor shall diligently prosecute to completion the structure and substructure demolition and clean up work before the expiration of

#### **180 WORKING DAYS**

beginning on the day the Central freeway within the project limits is permanently closed to traffic.

The Contractor shall pay to the State of California the sum of \$9,600 per day, for each and every calendar day's delay in finishing the structure and substructure demolition and clean up work.

Liquidated damages shall accrue separately and independently of deductions for internal time of completion.

In no case will liquidated damages of more than \$5,000 per day be assessed.